

**ADMINISTRATIVE AGREEMENT  
BETWEEN  
THE CITY OF KEY WEST, FLORIDA (GRANTEE)  
AND  
AIDS HELP, INC. (SPONSOR)  
REFERENCE: U.S. HUD HOPWA GRANT #FL-H07-0008**

**SECTION I. INTRODUCTION**

The following Administrative Agreement is hereby entered into by the City of Key West (Grantee) and AIDS Help, Inc. (Sponsor) in the execution of U.S. HUD Grant #FL-H07-0008, Housing Opportunities for Persons with AIDS (HOPWA) shall be effective as of March 25, 2008 through March 25, 2011 or the three-year grant deadline as may be established by U.S. HUD (whichever expires first).

The general purpose of the Agreement is to outline the terms of implementation, responsibilities and requirements of the Grantee and Sponsor. This Agreement does not supersede any existing local, State and Federal requirements or specific Federal HOPWA regulations.

1. The Key West Housing Authority (KWHHA) and the City of Key West (the City) have entered into an Agreement dated July 20, 2004 that provides for the KWHHA to manage and operate the Community Development Office (CDO) on behalf of the City of Key West. The CDO is charged with the responsibilities of the implementation and administration of various State and Federal grants awarded to the City of Key West, Florida.
2. The City of Key West (the Grantee) hereby assigns to CDO under its Agreement with the KWHHA or otherwise designated by the City Commission, the responsibility to be the official representative of the City and to be responsible for the implementation and monitoring of the grant.
3. On behalf of the Sponsor, AIDS Help, Inc. (AHI), the official representative for the authority and responsibility for implementation of the Grant shall be the Executive Director of AIDS Help, Inc., unless otherwise designated by the Board of Directors of AHI.
4. All written correspondence/official notification between parties shall be to:

Community Development Office  
1400 Kennedy Drive  
Key West, Florida 33040

AIDS Help, Inc.  
1434 Kennedy Drive/P.O. Box 4374  
Key West, Florida 33040

**SECTION II. GENERAL REQUIREMENTS**

1. CDO shall provide a list of all initial/subsequent implementation documentation required from AHI. AHI shall provide copies of the same in a timely manner. CDO shall review for inclusion in the official HOPWA Implementation Manual (upon acceptance with date stamp/initial approved). The following is a non-inclusive list of the required documentation:

- Current AHI certificates of insurance (property, liability, workmen compensation, vehicle)
- AHI’s Client Application/Admissions Policy
- AHI’s Client/Applicant Appeals Policy
- List of AHI’s support agencies and services provided to AHI clients
- AHI’s operating cost breakdown of AHI’s residential properties participating in HOPWA
- AHI’s client “Outreach Program” (advertisements, brochures, etc.)
- AHI’s Quarterly Report, Annual Client Survey
- Record Retention Policy

**SECTION III. HOPWA FUNDING (Three Year HOPWA Allocation - Total \$1,424,500)**

<b>Project Summary Budget</b>	<b>HOPWA Funds</b>	<b>Other and AHI Funds</b>	<b>Total</b>
1. Operating Costs for AHI	\$ 30,000	\$ 184,200	\$ 214,200
2. Supportive Services	-0-	395,875	395,875
3. Housing Information/AHI Staff	120,000	18,400	138,400
4. Rental Assistance for HOPWA Clients	1,145,000	-0-	1,145,000
5. AHI Job Training Program	-0-	-0-	-0-
6. Administrative Costs for CDO	38,850	-0-	38,850
7. Administrative Costs for AHI	90,650	65,266	155,916
8. Project Outcome Evaluation/CDO	-0-	-0-	-0-
<b>TOTAL BUDGET</b>	<b>\$ 1,424,500</b>	<b>\$663,741</b>	<b>\$ 2,088,241</b>

**SECTION IV. REQUESTS FOR FUNDS**

GENERAL: All HOPWA fund requests from AHI to the City shall be through CDO and contain two of the three AHI signatures of the following AHI positions as verification of the funding request in compliance with this Agreement:

- (1) Executive Director      (2) Chief Financial Representative      (3) President

The Director of CDO shall review each AHI fund request with required documentation and verify the appropriate budget line-item for reimbursement to AHI. The CDO Director shall provide in writing to the Director of Finance, KWHA, a request for funds on behalf of the Grantee, City of Key West, from the U.S. Department of Housing & Urban Development. Upon receipt of such funds from HUD, CDO shall issue the funds to AHI in a timely manner.

1. Operating Costs for AHI. AHI shall submit an annual budget along with a cost analysis based on the grant funding cycle to CDO and receive prior written approval from CDO for future requested eligible operating costs to be reimbursed. Such costs shall be subsequent to the date of the Grant Agreement between HUD and the City. Costs for reimbursement with CDO approval may be for pre-paid eligible operating costs such as insurance (within the duration of the three-year HOPWA Grant timeframe).
2. Rental Assistance. The rental assistance is based on the issuance of monthly rental vouchers consistent with the obligated funds under the approved budget for this purpose established within this Administrative Agreement and the HOPWA Grant Agreement Project Number FL-H07-0008. The exact number of vouchers issued is based on the AHI client's monthly portion and the established HUD Fair Market Rents. AHI shall contract for a physical inspection of each rental property for program compliance and furnish a Housing Quality Standards Inspection Report along with Amenities for Subsidized Unit form for approval by CDO prior to entering into any lease agreement or lease renewal agreement eligible for HOPWA rental assistance. All requested contract rents shall be subject to a Rent Reasonableness Statement from CDO prior to approval and shall not exceed the annual HUD established Fair Market Rents for Monroe County by more than 10%. This amount may be increased up to 45% with approval from CDO on a case-by-case situation. The same rental assistance procedure shall be followed for AHI properties housing HOPWA eligible clients. AHI shall submit a monthly Housing Assistance Payments (HAP) Request/Certification to CDO for reimbursement of AHI authorized Monthly Rental Assistance portions (Exhibit A) no later than the 20<sup>th</sup> of the following month. This Exhibit may be changed through mutual written consent of AHI and CDO to meet any future program, audit and/or administrative requirements.

Rental Assistance may be to any approved rental property within AHI's official service area, which incorporates Monroe County, Florida.

3. Administrative Costs for AHI. AHI shall submit a monthly pro-rated administrative costs reimbursement with each monthly HAP Request/Verification based on 1/36<sup>th</sup> of the HUD approved administrative costs for the Sponsor (\$2,518.06). AHI shall not be required to provide any further verification for administrative costs, unless CDO and/or HUD has activated the Fund Abatement/Termination section of this Agreement.
4. Administrative Costs for CDO. CDO shall submit a monthly pro-rated administrative costs reimbursement to the Director of Finance, KWHA, based on the 1/36<sup>th</sup> of the HUD approved administrative costs for the Grantee (\$1,079.17). CDO shall not be required to provide any further verification for administrative costs, unless HUD has activated the Fund Abatement/Termination section of this Agreement.

## **SECTION V. RECORD KEEPING, REPORTING AND AUDIT REQUIREMENTS**

### **A. AIDS Help Inc. (AHI)**

1. AHI shall have the direct responsibility for all primary record keeping, reporting and audit requirements in accordance with local, State and Federal requirements or specific HOPWA regulations. All AHI grant recipient records shall be available to the authorized CDO designee, HUD program coordinator, and assigned Grantee and/or HUD independent auditors for the term of the grant. Each client file shall be documented and consistent with the File Audit Form (Exhibit B).
2. The annual AHI independent audit shall be furnished to the Grantee and CDO no later than six (6) months from the conclusion of AHI's fiscal year-end.
3. AHI shall provide to CDO in timely manner proof of current coverage of all required insurance annually.
4. AHI shall provide an Annual Progress Report (Exhibit C) to the Grantee and CDO no later than May 31 each year for the period of the Grant.
5. AHI shall provide a Quarterly Narrative Report to the Grantee and HUD Implementation Status Report, which must include racial and ethnic data on participants for program monitoring and evaluation purposes, as HUD may establish for purposes of carrying out the program in an effective and efficient manner.
6. AHI shall provide Grantee and HUD an annual survey of all clients receiving HOPWA voucher assistance to determine their level of satisfaction with the availability of housing options and the supportive services provided through the program. This report will be due 30 calendar days after the end of the AHI's fiscal year or at a date determined by either CDO and/or HUD.

### **B. Community Development Office (CDO)**

7. CDO shall administratively conduct a spot review of a minimum of 10% of the HOPWA (AHI) Client Eligibility Records on a quarterly basis. The Grantee shall conduct an annual independent audit of CDO, which includes the Grantee HUD Program requirements per HOPWA Grant Agreement FL-H07-0008.
8. CDO shall maintain a quarterly review of HOPWA program requirements, initiatives and results in the development of a database and evaluation criteria for inclusion in a final Evaluation/Outcomes Report to be submitted to the Grantee, Sponsor and the U.S. Department of Housing and Urban Development (see Exhibit D). AHI shall cooperate with CDO in providing records and documents for the quarterly evaluation reviews.

## **SECTION VI. AHI SUPPLEMENTAL SERVICES**

AHI shall provide at a minimum, the following supplemental support services to eligible clients:

- a. Case Management
- b. Food and Nutrition Services
- c. Dental Services
- d. Specialty Physicians
- e. Physician Prescribed Drugs
- f. Ambulatory Care
- g. Health Insurance
- h. Mental Health Services
- i. Transportation
- j. Translation Services
- k. Volunteer Services – Meals Delivery, Cleaning, Shopping and “Buddies”

## **SECTION VII. AHI RENTAL ASSISTANCE PROGRAM**

1. Per Section II, AHI shall provide and receive approval from CDO of all required HOPWA Rental Assistance Policy and Procedures required by the Grantee and HUD under the terms of the Grant Application, local, State and Federal regulations.
2. AHI shall conduct a countywide information/educational outreach of HOPWA rental assistance availability in compliance with the city, county, State and Federal Fair Housing ordinances, regulations and statutes. Such outreach shall have a specific outreach component targeted to reach geographically isolated minority populations.
3. AHI shall initially verify client’s eligibility and client’s monthly rental portion and verify thereafter thirty (30) days prior to the client’s participation anniversary date. Interim verifications and adjustments shall be in accordance with the HOPWA Administrative Plan and Procedures. All verifications shall be available to CDO for review and approval prior to lease-up or lease renewal.
4. AHI shall provide each applicant and each client a copy of the HOPWA Appeals Procedure.

## **SECTION VIII. ABATEMENT AND/OR TERMINATION OF FUNDING**

1. CDO may abate any payment request it finds to be inaccurate, incorrect and/or insufficient to meet the terms and conditions of the Housing Opportunities for Persons with AIDS, Grant Agreement FL-H07-0008.

2. The City of Key West or its representatives shall not be responsible to AHI for any payments based on the termination of the Grant by the U.S. Department of Housing and Urban Development.
3. Any HOPWA payments made to AHI that may be subsequently determined to be ineligible or fraudulent based on local and Federal audit findings shall be subject to repayment by AHI to HUD.

**SECTION IX. AMENDMENT TO AGREEMENT**

This Agreement may be amended as required by mutual written consent between the GRANTEE (City of Key West) and the SPONSOR (AIDS Help, Inc.).

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Jim Scholl, City Manager  
City of Key West, Florida  
HOPWA GRANTEE

\_\_\_\_\_  
Edward Czaplicki  
President, AIDS Help, Inc.  
HOPWA SPONSOR

Date: \_\_\_\_\_

Date: \_\_\_\_\_